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## BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES 3
(MC2010-28 AND CP2010-71)
NEGOTIATED SERVICE AGREEMENTS

Docket No. CP2017-142

## NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION ONE TO A GLOBAL EXPEDITED PACKAGE SERVICES 3 NEGOTIATED SERVICE AGREEMENT

(March 30, 2017)

Attached to this notice is a modification to the agreement that is the subject of this docket, which the customer and the Postal Service have executed, which revises the title and footer of Annex 1C - Price Chart 3.2 A redacted version of the modification is attached to this notice. With respect to the non-public version of the modification filed under seal, the Postal Service incorporates by reference the application for non-public treatment filed in conjunction with the Postal Service's March 16, 2017 notice in this docket.3

<sup>&</sup>lt;sup>1</sup> The Postal Service notes that the Commission has already approved the Global Expedited Service 3 contract that is the subject of this docket, after issuing a Chairman's Information Request and the Postal Service having confirmed that Annex 1C – Price Chart 3 was mislabeled. See PRC Order No. 3834, Order Approving Additional Global Expedited Package Services 3 Negotiated Service Agreement, Docket No. CP2017-142, March 28, 2017, at 2-3.

<sup>&</sup>lt;sup>2</sup> On March 23, 2017, the Commission issued a Chairman's Information Request concerning the title of Annex 1C – Price Chart 3 of the agreement that is the subject of this docket. On March 24, 2017, the Postal Service filed a response, confirming that the price chart was mislabeled. See Chairman's Information Request No. 1, Docket No. CP2017-142, March 23, 2017; Response of the United States Postal Service to Chairman's Information Request No. 1, Docket No. CP2017-142, March 24, 2017.

<sup>&</sup>lt;sup>3</sup> Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-142, March 16, 2017, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE By its attorneys:

Anthony F. Alverno Chief Counsel Global Business and Service Development Corporate and Postal Business Law Section

Christopher C. Meyerson Ankita Singh Susan J. Walker

475 L'Enfant Plaza, S.W. Washington, D.C. 20260-1137 (202) 268-6036; Fax -6279 Susan.J.Walker@usps.gov March 30, 2017

## MODIFICATION ONE TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND

This Modification amends the Global Customized Mail Agreement ("Agreement") between ("Mailer") with offices at and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on February 18, 2017, and signed by the USPS on February 23, 2017. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following two changes to the Agreement.

First, the header of Annex 1C - Price Chart 3 shall now read as follows:

## ANNEX 1C - PRICE CHART 3 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES FOR COUNTRY GROUPS 2-17

Second, the footer of Annex 1C - Price Chart 3 shall now read as follows:

**CONFIDENTIAL** USPS / **BANK 1** 02/2017 Annex 1 - Page 12 of 12

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-142). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be

Confidential USPS USPS 03/2017 Modification One Page 1 of 2

protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at http://prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATE		
Signature:	Donald W Ross	
Name:	Director International Sales	
Title:	3-28-2017	
Date		
ON BEHALF OF		
Signature:	-	
Name:	·-	
Title:		
Date:	3/2/20/	